



**Continuation to SF18, PAGE 2, RFQ NO. 19RP3820Q0131**

The Embassy invites you to submit a quotation for the Garbage Collection and Disposal Services. Please refer to the Scope of Work.

Also, kindly fill out SF 18 (Blocks 8a-8f, 12a-12d if any, and Blocks 13a-13f, 14, 15, 16a-16c)

**Price Offer shall be firm fixed – price, VAT Exempt.** The U.S. Government is exempt from paying the ad valorem/ specific tax, custom and duties imposed by the Philippine Government under Section 106(a) and 109 of the Tax Code of 1997, respectively. Thus, price(s) shall be billed to the U.S. Government net of ad valorem tax, value added tax, customs and duties.

**Payment shall be made via Electronic Fund Transfer (EFT) within 30 days from receipt of the original and correct statement of account.** The Direct Deposit Sign Up Form for the EFT payment will be provided to the vendor upon award.

You may submit your firm fixed price (VAT-Exclusive) quotation and send through email to [ManilaContracting@state.gov](mailto:ManilaContracting@state.gov) and/or [AcuzarJS@state.gov](mailto:AcuzarJS@state.gov) no later than 4:00 PM, August 24, 2020 . **No quotes shall be accepted after this date.**

Kindly ensure that all requirements are addressed in your quotation.

**Remarks:**

Price offer shall be firm fixed-price, VAT exempt. The U.S. Government is exempted from paying the ad valorem/specific tax, customs and duties imposed by the Philippine Government under section 106 (a) and 109 of the Tax Code of 1997, respectively. Thus, price(s) shall be billed to the U.S. Government net of ad valorem tax, value added tax, customs and duties.

Payment shall be made via Electronic Fund Transfer (EFT) within 30 days from receipt of the items ordered and the original copy of invoice. The Direct Deposit Sign Up Form for EFT payment will be provided to the vendor upon award. All items should be delivered to US Embassy Manila Seafront Compound, Pasay City. See attached document for further remarks, including applicable clauses.

**All actions which are over \$30K USD, prospective vendor must be registered w/ System for Award Management (SAM)**

**DELIVERY REQUIREMENT:**

Deliver to U.S. Embassy, Seafront Compound, Pasay City

Complete delivery should be made **NO LATER THAN SEPTEMBER 8, 2020**

**Note:** Samples are required to be presented for approval prior to mass production

**RFQ is valid until August 24, 2020; 10 AM (Philippine Time)**

**Instructions:**

If you are interested to participate in this requirement, you may submit your firm fixed price quotation (Exclusive of VAT) to Ms. Marilyn Vita of the Contracting & Procurement, General Services Office, U.S. Embassy Manila through e-mail to [VitaMS@state.gov](mailto:VitaMS@state.gov) and [MNLCPRequests@state.gov](mailto:MNLCPRequests@state.gov) or fax at + 632 5548-6762 or. Should you have further inquiries, please contact tel. no. 5301-2000 loc. 2828.

## DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

### 1. WORK REQUIREMENTS

- 1.1 General. The Contractor shall perform garbage/trash collection, hauling and disposal services for the American Embassy Manila. The designated collection points are:

- (a) Chancery Compound, 1201 Roxas Boulevard, Ermita, Manila
- (b) Seafront Compound, Roxas Boulevard, Pasay City
- (c) Chief of Mission Residence (CMR), No. 18 Jacaranda, North Forbes Park, Makati City

The Contractor shall ensure that trucks are empty upon arrival at the first collection point. From the collection points, the garbage/trash shall be disposed to a location authorized by the Philippine Government. This includes transporting from the different collection points to the point/s of disposal. The Contractor shall provide all personnel, trucks/vehicles, equipment, tools, and supervision necessary for the performance of this contract.

1.2 Collection Schedule

<u>COLLECTION POINT</u>	<u>FREQUENCY OF COLLECTION</u>	<u>TIME ALLOWED</u>
Chancery Compound	Daily- Monday to Saturday	0630H to 0730H
Seafront Compound	Daily- Monday to Saturday	From Chancery Compound, proceed to Seafront Compound
<ul style="list-style-type: none"><li>- ARC Clubhouse</li><li>- Back of Staff Apartment Bldg.</li><li>- Back of Townhouse Complex</li><li>- Beside Gasoline Station</li><li>- Beside GSO Building</li></ul>		
Chief of Mission Residence (CMR)	Wednesday only	From Seafront Compound, proceed to CMR

- 1.2.1 The Contractor shall develop a garbage/trash pick-up schedule to comply with the requirements as stated under paragraph 1.2.

- 1.2.2 The schedule shall ensure that all garbage/trash stations are always emptied and that the immediate surrounding areas of the collection points are maintained with a high degree of cleanliness. The adequacy of the Contractor's services shall be determined by the Contracting Officer's Representative (COR). The work schedule shall be submitted to the COR 10 days after contract award for review and approval.



### 1.2.3 Hauling of Construction Debris

Construction debris is classified as dismembered concrete-made finishes, cement, asphalt, tiles, wood, steel, pipes, wiring and conduit, gravel and stones, sand and soil. The Contractor shall schedule one trip a month each for the CMR, Chancery and Seafront Compounds, to haul all construction debris collected from Embassy construction projects/ renovation work performed by USG personnel and not by other contractors, at no additional cost to the Government. In the event that one trip will be insufficient to haul all construction debris, the COR may request the Contractor to perform additional trips as part of Temporary Additional Services, which shall be submitted and funded separately. The pick-up location/s, schedule and number of extra trips (if any) will be coordinated with the COR.

1.3 Personnel. The Contractor shall provide a qualified work force to provide the services identified in paragraph 1.1.

### 1.4 General Requirements

#### 1.4.1 Definitions

"Daily" means six days per week, Monday to Saturday, except Philippine and U.S. holidays as listed under Section 2, 652.237-72, OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004).

#### 1.4.2 RESERVED

#### 1.4.3 RESERVED

## 2. SPECIFIC TASKS

2.1 The Contractor shall pick up all kinds of debris that are found in the designated garbage collection stations, including all kinds of waste materials, plastic, paper, carton boxes, scrap wood products, scrap metal sheets, scrap steel or pipes, broken glass, grass trimmings, plants and tree debris. After trash collection, the Contractor shall remove scattered trash within the immediate surroundings. The Contractor shall collect, haul and dispose garbage/trash in compliance with the waste segregation program of the Philippine Government. In the event of truck breakdown or any instance of unavailability of the regularly scheduled truck, it shall be the responsibility of the Contractor to provide a replacement unit within the same day at no additional cost to the Government. The replacement unit shall meet the requirements under paragraph 4, Vehicles.

## 2.2 Schedule During Inclement Weather

The Contractor shall collect garbage/trash during periods of inclement weather. Exceptions to this may be authorized by the Contracting Officer in cases of unduly severe weather. When exceptions are granted, the Contractor shall accomplish all collections for each missed day within 24 hours after the severe weather has abated. If make-up collections cannot be completed within 24 hours, the Contractor shall submit to the Contracting Officer a revised schedule for approval. The revised schedule shall clearly indicate the completion date for make-up collections. Rescheduling to perform make-up collections shall not be a basis for a claim by the Contractor for additional compensation or permission to defer other regular scheduled collections.

## 2.3 Abnormal Quantities of Garbage

The Contractor shall dispose of excess garbage/trash resulting from holidays or typhoons, at no additional cost to the Government. This should be accomplished with minimum interference to the regular collection schedules. After each typhoon, the Contractor shall promptly collect and haul out accumulated branches, leaves and other waste materials at no additional cost to the Government. If there is a need for the Contractor to make additional trips to adequately dispose of extra garbage/trash, a request shall be sent by the Contractor to the COR for approval. The request shall provide adequate details as to the number of trips and proposed schedule. Once approved, these extra trips shall be charged separately. However, if the service truck being used for routine garbage/trash collection can still accommodate the additional waste materials during the regular pick-up schedule, no additional cost will be paid by the Government.

## 2.4 Apparent Serviceable Materials/Documents

The Contractor shall not collect or dispose of any material, which has obvious value and appears to have been inadvertently placed near the collection point, unless such material is designated by the COR as garbage/trash. In the event that the Contractor collects such items, the COR shall have the right to instruct the Contractor to return such items to the Embassy as soon as possible and at no additional cost to the Government.

## 2.5 Garbage Collection Containers

The Government shall provide garbage collection containers for use of occupants at the Seafront Townhouse. After each collection of garbage/trash, the Contractor shall return all collection containers in an upright position with the lids securely in place (if with cover). The Contractor shall report to the COR when any of these containers are deemed no longer serviceable and need replacement. Containers shall be replaced when leaking or when the lids (if with cover) will not stay on.

## 2.6 Disposal of Garbage/Trash

The Contractor shall dispose all garbage/trash collected from the American Embassy Manila at a designated dumping site by the Philippine Government or the appropriate agency of the Philippine Government. Disposal of garbage/trash shall be in accordance with existing Philippine laws. In the event of closure of a dumping site, it shall be the responsibility of the Contractor to immediately locate an alternate site. The change in dumping sites shall not be grounds for upward adjustment in contract cost. The Contractor shall be responsible for any permits or fees associated with the use of local disposal locations.

## 2.7 Inspection

The Contractor shall perform weekly inspections at the Chancery and Seafront Compounds, and CMR after the collection schedule. All inspections made by the Contractor shall be coordinated with the COR or designated Facilities Management (FAC) representative. The Contractor may also be asked to perform unscheduled inspections depending on complaints received by FAC, if any. The Contractor shall, at its own expense, perform periodic surprise inspections. These surprise inspections shall likewise be coordinated with the COR or designated FAC representative.

## 3. PERSONNEL

- 3.1 The Contractor shall provide sufficient work force capable of providing the services specified in this contract. All personnel shall be qualified and experienced in their respective trade or profession. The drivers shall be in possession of professional driver's license.
- 3.2 All employees and officers of the Contractor or other persons or organizations employed by the Contractor in the performance of the work or services under this contract shall at all times be identified as employees and officers of the Contractor and shall not be considered as employees and officers or agents of the U.S. Government.

### 3.3 Standards of Conduct

- 3.3.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.
- 3.3.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat, complete and identifiable uniforms when on duty. All employees shall wear accreditation at all times.
- 3.3.3 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- 3.3.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.
- 3.3.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- 3.3.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by

- law in certain circumstances. These include but are not limited to the following actions:
- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
  - unauthorized use of Government property, theft, vandalism, or immoral conduct;
  - unethical or improper use of official authority or credentials;
  - security violations; or,
  - organizing or participating in gambling in any form.

### 3.4 Personnel Security

3.4.1 The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, completed RSO biographic data form (Attachment 2), 4 each 2"x2" colored ID picture, local police clearance, barangay clearance and original copy NBI clearance (not more than six months old) on all Contractor personnel who shall be used on this contract prior to their utilization. This information shall be submitted 10 days after contract award, or for replacement or new personnel, 30 days prior to their proposed utilization under the contract.

3.4.2 The Government shall issue identity cards to Contractor personnel, after they are approved.

Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the U.S. Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

### 3.5 Personnel Health Requirements

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

The Government has the right to request from the Contractor medical certification attesting to the results of any physical examination undergone by each employee.

#### **4. VEHICLES**

- 4.1 All garbage collection vehicles to be used under this contract shall be in operable, well-maintained condition and satisfactorily meet local safety and registration requirements. Vehicles shall be washed and painted, as necessary, to present a neat appearance. All vehicles shall have tight bodies and be properly enclosed to prevent spillage, leakage, excessive odor and scattering of garbage/trash while in transit. Dump trucks must hold at least 8 cubic meters of garbage. The Government reserves the right to request the Contractor for the immediate replacement of vehicles not meeting the above requirements. During instances when the Contractor is unable to provide operable vehicles, the Government has the option to utilize the services of other firms to temporarily perform services until the Contractor resumes normal operations. Any expenses incurred by the Government in the utilization of other firms shall be for the Contractor's account and shall be deducted against the fixed-monthly rate.

#### **5. MANAGEMENT AND SUPERVISION**

##### **5.1 Contractor Management**

- 5.1.1 Supervision. The Contractor shall designate a project manager who shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The project manager shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff.

- 5.1.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan of the personnel to be used and the time frame to perform the service.

- 5.1.3 Quality Control. The Contractor shall be responsible for quality control. A quality control plan shall be formulated to cover the following:

(a) A description of the inspection system to cover all services listed under paragraph 2 – Specific Tasks. The description shall include specifics as to the areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, names of assigned inspectors and contact numbers.

(b) A description of the method to be used for identifying and preventing defects in the quality of services performed.

The records of inspections shall be kept by the Contractor and made available to the Government throughout the contract performance period and for the period after contract completion until final settlement of claims under this contract.

## **6. SAFETY**

### **6.1 Accident Prevention**

- (a) General. The Contractor shall provide and maintain work environments and procedures which will: (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall---
  - (1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
  - (2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents and incidents to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.
- (c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.
- (d) Written Program. Before commencing the work, the Contractor shall---
  - (1) Submit a written proposal for implementing this clause; and
  - (2) Meet with the Contracting Officer or Contracting Officer's Representative (COR) to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

## **7. LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION**

- (a) Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.



- (b) **Employee Salary Benefits.** The Contractor shall be responsible for payment of all employees' wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.
- (c) **Personal Injury, Property Loss or Damage (Liability).** The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.
- (d) **Amount of Insurance.** The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall obtain any other types of insurance required by local law.
- The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

For those Contractor employees assigned to this contract who are either United States citizens or hired in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

- (e) **Permits.** Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its offer. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

## 8. DELIVERABLES

The following items shall be delivered under this contract.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To</u>
1.2.2 Garbage Collection Schedule	1	10 days after award	COR
5.1.3 Quality Control Plan	1	10 days after award	COR
3.4.1 Names, completed RSO biographic data form, 4 each 2"x2" colored ID picture, local police clearance, barangay clearance & original copy NBI clearance on all Contractor personnel	1	10 days after award	COR
3.5 Results of most recent physical examination of each Contractor personnel to be assigned to the contract	1	10 days after award	COR
6 Safety Plan	1	10 days after award	COR

## 9. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<b>Services.</b> Performs all garbage/trash collection and disposal services set forth in the Performance Work Statement (PWS).	Paragraphs 1 thru 8.	All required services are performed and no more than one (1) customer complaint is received per month.

9.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

9.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001)), if any of the services exceed the standard.



### 9.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## **Description/Specifications/Performance Work Statement**

### **Contractor Furnished Property**

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the services as specified in this contract. Such items include, but are not limited to, uniforms, personnel equipment, tools, equipment and any other operational or administrative items required for performance of the duties and requirements of this contract. *The following list of Contractor-furnished materials establishes the minimum requirements for the items listed below:*

- (1) Three (3) each of Uniforms with the contractor's logo in accordance with paragraph 3.3.2. The Contractor shall bear the cost of purchasing the uniforms. The Contractor shall not pass on the cost of the uniforms to the contract employee but should include it as part of their quotation. The Contractor shall ensure that employees comply with the provisions of paragraph 3.3.2.
- (2) Safety Equipment and Clothing shall include the following:
  - (a) Raincoat to protect the work force during inclement weather – 1 each
  - (b) Safety Shoes – 1 pair per Contractor employee assigned to the contract
  - (c) Safety Goggles – 1 pair per Contractor employee assigned to the contract
  - (d) Gloves – 2 pairs per Contractor employee assigned to the contract
- (3) Vehicle equipped with the appropriate tools for hauling and cleaning the collection points after hauling. Dump trucks must hold at least 8 cubic meters of garbage.

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS  
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES  
(Current thru FAC 2020-06, effective 06/05/2020)**

**COMMERCIAL ITEMS**

**FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)**

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

DOSAR clauses may be accessed at: <https://acquisition.gov/dosar>

**FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	OCT 2018
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAY 2020
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984
52.246-26	REPORTING NON CONFORMING ITEMS	JUN 2020

The following clause is provided in full text:

**FAR 52.212-5            CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS-  
COMMERCIAL ITEMS (JUN 2020)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved].

\_\_\_ (11)

(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C.657a).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-3.

\_\_\_ (12)

(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C.644).

\_\_\_ (ii) Alternate I (MAR 2020).

\_\_\_ (15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)
- (i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.
- \_\_\_ (v) Alternate IV (JUN 2020) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- \_\_\_ (22)
- (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

- \_\_\_ (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
- \_\_\_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O.13126).
- \_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- \_\_\_ (30)
- (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.
- \_\_\_ (31)
- (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.
- \_\_\_ (32)
- (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C.793).
- \_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.
- \_\_\_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_\_\_ (35)
- (i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
- \_\_\_ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (37)
- (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_ (40)

(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_ (41)

(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (43)

(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

\_\_\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_ (47)

(i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.



\_\_\_ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (MAY 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.

\_\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C.3332).

\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

\_\_\_ (63)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

— (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

— (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C.4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C.793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C.4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).  
(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).  
(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**(End of clause)**

*Alternate I* (FEB 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

*Alternate II*. (JUN 2020) As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(D) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(F) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(G) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(H) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(I) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(J) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(K) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(L) (1) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O 13627).

(2) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(M) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(N) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(O) 52.222-54, Employment Eligibility Verification (OCT 2015) (Executive Order 12989).

(P) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(R)(1) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(2) Alternate I (JAN 2017) of 52.224-3.

(S) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

**(End of Clause)**



**DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6)  
CLAUSES**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	FEB 2015
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is <b>Antonino G. Marcelo</b> "	AUG 1999
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999
652.247-71	Shipping Instruction	FEB 2015

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

**652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD  
POLICY AND PROCEDURES (FEB 2015)**

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at: <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)